



**Consulting and Technical Services (CATS)  
Task Order Request for Proposals (TORFP)**

**Acquisition of Maintenance and Repair Services**

**CATS TORFP PROJECT WCCR20051230**

**Workers' Compensation Commission**

**ISSUE DATE: February 13, 2006**

## CONTENTS

<b>1</b>	<b>SECTION 1 - ADMINISTRATIVE INFORMATION .....</b>	<b>5</b>
1.1	RESPONSIBILITY FOR TORFP AND TO AGREEMENT .....	5
1.2	TO AGREEMENT .....	5
1.3	TO PROPOSAL SUBMISSIONS .....	5
1.4	MINORITY BUSINESS ENTERPRISE (MBE).....	5
1.5	EMARYLANDMARKETPLACE FEE.....	5
1.6	CONFLICT OF INTEREST .....	6
1.7	NON-DISCLOSURE AGREEMENT .....	6
<b>2</b>	<b>SECTION 2 - SCOPE OF WORK .....</b>	<b>7</b>
2.1	PURPOSE, BACKGROUND, AND OBJECTIVES.....	7
2.2	TECHNICAL REQUIREMENTS .....	8
2.3	CONTRACTOR EXPERTISE REQUIRED .....	12
2.4	CONTRACTOR MINIMUM QUALIFICATIONS .....	12
2.5	PLACE OF PERFORMANCE .....	13
2.6	INVOICING .....	13
2.7	REPORTING .....	14
2.8	CHANGE ORDERS .....	14
<b>3</b>	<b>SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS .....</b>	<b>15</b>
3.1	REQUIRED RESPONSE .....	15
3.2	FORMAT .....	15
<b>4</b>	<b>SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT.....</b>	<b>17</b>
4.1	EVALUATION CRITERIA .....	17
4.2	TECHNICAL CRITERIA .....	17
4.3	SELECTION PROCEDURES.....	17
4.4	COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	17
<b>5</b>	<b>ATTACHMENT 1 – SAMPLE PRICE PROPOSAL.....</b>	<b>18</b>
<b>6</b>	<b>ATTACHMENT 2 – MBE FORMS.....</b>	<b>19</b>
<b>7</b>	<b>ATTACHMENT 3 – TASK ORDER AGREEMENT .....</b>	<b>28</b>
<b>8</b>	<b>ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....</b>	<b>31</b>
<b>9</b>	<b>ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY .....</b>	<b>32</b>
<b>10</b>	<b>ATTACHMENT 6 – DIRECTIONS .....</b>	<b>34</b>
<b>11</b>	<b>ATTACHMENT 7 – NOTICE TO PROCEED .....</b>	<b>35</b>
<b>12</b>	<b>ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM.....</b>	<b>36</b>
<b>13</b>	<b>ATTACHMENT 9 – ACCEPTANCE OF DELIVERABLE FORM.....</b>	<b>37</b>
<b>14</b>	<b>ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR) .....</b>	<b>38</b>
<b>15</b>	<b>ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....</b>	<b>39</b>
<b>16</b>	<b>APPENDIX A - Workers’ Compensation Commission Network Equipment Listing .....</b>	<b>42</b>
<b>17</b>	<b>APPENDIX B - Workers’ Compensation Commission Network Equipment Listing.....</b>	<b>53</b>

## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2, Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	Acquisition of Maintenance and Repair Services				
Functional Area:	<b>Systems/Facilities Mgmt. And maintenance (FA6)</b>				
TORFP Issue Date:	02/13/2006				
Closing Date and Time:	03/16/2006 at 12:00 PM				
TORFP Issuing Agency:	<b>Workers' Compensation Commission</b>				
Send Questions and Proposals to:	Christel Surdokas				
TO Procurement Officer:	Christel Surdokas Office Phone Number: 410-864-5256 Office FAX Number: 410-864-5251				
TO Manager:	Venus Gray Office Phone Number: 410-864-5123 Office FAX Number: 410-864-5121				
TO Project Number:	WCC20051230				
TO Type:	Fixed price				
Period of Performance:	Initial contract From May 1, 2006 – April 30, 2007  Four renewal options From <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">1. May 1, 2007 – April 30, 2008</td> <td style="width: 50%;">2. May 1, 2008 – April 30, 2009</td> </tr> <tr> <td>3. May 1, 2009 – April 30, 2010</td> <td>4. May 1, 2010 – April 30, 2011</td> </tr> </table>	1. May 1, 2007 – April 30, 2008	2. May 1, 2008 – April 30, 2009	3. May 1, 2009 – April 30, 2010	4. May 1, 2010 – April 30, 2011
1. May 1, 2007 – April 30, 2008	2. May 1, 2008 – April 30, 2009				
3. May 1, 2009 – April 30, 2010	4. May 1, 2010 – April 30, 2011				
MBE Goal:	30%				
Small Business Reserve (SBR):	No				
Primary Place of Performance:	10 East Baltimore Street, Baltimore, Maryland 21202				
TO Pre-proposal Conference:	Workers' Compensation Commission 10 East Baltimore Street, Baltimore, Maryland 21202 02/23/2006 at 9:00 PM See Attachment 6 for more information and directions.				

\*Use full agency acronym, division/modal, office, program as appropriate NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to [oitplo@dbm.state.md.us](mailto:oitplo@dbm.state.md.us). If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	Acquisition of Maintenance and Repair Services
TORFP Project Number:	WCC20051230

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- ( ) Other commitments preclude our participation at this time.
  - ( ) The subject of the TORFP is not something we ordinarily provide.
  - ( ) We are inexperienced in the services required.
  - ( ) Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - ( ) The scope of work is beyond our present capacity.
  - ( ) Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
  - ( ) We cannot be competitive. (Explain in REMARKS section.)
  - ( ) Time allotted for completion of a Task Order Proposal is insufficient.
  - ( ) Start-up time is insufficient.
  - ( ) Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
  - ( ) TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
  - ( ) MBE requirements. (Explain in REMARKS section.)
  - ( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - ( ) Payment schedule too slow.
  - ( ) Other:\_\_\_\_\_.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

---



---

Master Contractor

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone \_\_\_\_-\_\_\_\_-\_\_\_\_ Email \_\_\_\_\_

# 1 SECTION 1 - ADMINISTRATIVE INFORMATION

## 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

## 1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

## 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DBM's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # WCC20051230. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP WCC20051230 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP WCC20051230 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

## 1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

## 1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. Refer to RFP Section 1.9 for additional information.

## **1.6 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at DBM, 45 Calvert Street, Annapolis, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 11.

## **2 SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE, BACKGROUND, AND OBJECTIVES**

#### **2.1.1 PURPOSE**

This TORFP is issued to obtain a fix price hardware maintenance and repair service contract for data processing and network equipment used by the Maryland Workers' Compensation Commission throughout the State of Maryland. The Contract will be for a one (1) year time period with four (4) possible renewal options at the discretion of the Commission.

#### **2.1.2 REQUESTING AGENCY BACKGROUND**

WCC is responsible for the equitable and timely administration of the provisions of the Maryland Workers' Compensation Law on behalf of its customers, the injured workers and their employers, by providing an efficient and effective forum for the resolution of individual claims.

WCC administers Workers' Compensation Law, processing claims, hearing contested cases in Baltimore and throughout the state. WCC also receives reports of accidents and adjudicates claims for compensation arising under the law.

The Commission monitors the Vocational Rehabilitation progress of injured workers.

The Commission receives approximately 130,000 First Reports of Injury and approximately 30,000 claims each year. The Commission is paperless utilizing FileNet's document imaging system. All claims and disputed cases are prepared, managed and processed using the FileNet document imaging and Workflow.

The Commission relocated to its new location at 10 E. Baltimore Street in December of 2000. With the relocation, the Commission has moved from a Token Ring environment to an Ethernet environment. The new infrastructure allows the Commission to implement the technologies and processes of doing business online with our customers. The network is supported a by Fiber Optic backbone and all offices and workstations are Cat 5e wired.

The Commission provides information services to the Injured Workers Insurance Fund, Subsequent Injury Fund and the Uninsured Employer's Fund located in Towson. The Commission also provides access to our data system both through a Public Data Network for approximately 500 users in the compensation industry and our web site.

The Commission has established an Award Winning dynamic Web Site, where currently over 700 authorized subscribers can securely access real-time WCC claim information and submit documents via a standard web browser. Attorney's can enter and strike their appearances in a case via the web. The Commission updated the attorney database to include e-mail contact information, which will be utilized to disperse routine and critical information to those registered by the quickest method to date.

The WCC recognizes its responsibility to receive and to timely process information for the compensation community of claimants, insurance companies, self-insurers, and attorneys. The Commission must provide accurate and timely information, which is a requirement of being a participant in the compensation process.

### **2.1.3 PROJECT BACKGROUND**

All equipment is currently being serviced under a maintenance agreement or is under a manufacturer's warranty. The Commission intends to utilize the maintenance services procured by this TORFP for all such equipment as the existing maintenance agreement and manufacturer's warranties expire. Equipment currently under manufacturer's warranty and any newly acquired equipment shall not be subject to this agreement until the warranty expires. A thirty-day (30) written notice will be given to the Contractor for addition and deletion of equipment from the contract. Any equipment added to this contract **MUST** be serviced and priced the same as like equipment under a contract resulting from this procurement.

The equipment to be maintained under this contract includes Gateway and Dell personal computers, gateway and IBM laptops and notebooks; laser printers, ink jet printers, network printers, desktop scanners, servers, management stations, AS400, an IBM Optical Library, CISCO Router, Teleglobe, UPS, and Renex TMS-5 controller. A complete listing of equipment is provided in Appendix A and B.

### **2.1.4 OBJECTIVES**

## **2.2 TECHNICAL REQUIREMENTS**

### **Task 1: Hardware Maintenance**

The Contractor shall provide on-call /onsite maintenance and repair services for all equipment identified in Appendix A for the Workers' Compensation Commission Headquarters and Regional sites during regular State working hours, Monday through Friday from 8:00 AM to 5:00 PM, excluding State Holidays.

### **Task 2: Network Maintenance**

The Contractor will provide on-call /onsite maintenance and repair service for WCC local area network (LAN) and Wide are network (WAN) equipment/devices/modules identified in Appendix B for the Workers' Compensation Commission Headquarters and Regional sites, 24X5 Monday through Friday, excluding holidays.

### **2.2.1 PROJECT APPROACH**

#### **Task 1 Hardware Maintenance**

The Contractor shall perform the following for all equipment identify in Appendix A:

Be available to provide on-call /onsite maintenance and repair services during regular State working hours, namely Monday through Friday from 8:00 AM to 5:00 PM, excluding State Holidays and must provide "off hours" service as needed. The bid proposal must specify any additional cost that may be imposed if service is required "off hours", weekends and holidays. References provided by the Contractor must confirm that Contractor can, and currently does, provide such coverage.

- (a) For Mission Critical – System Down and/or Equipment Outage, the response must be received within ½ hour after notification of the problem. The Contractor Personnel must arrive within two (2) hours after initial notification. Failure by the Contractor Personnel to correct a Mission Critical problem within two (2) hours of arrival on site will require contact with specialists or Original Equipment Manufacturer (OEM) for support. If

any Mission Critical equipment is unavailable due to hardware failure for 8 hours, the successful contractor must call in the OEM and pay all associated costs to repair the Mission Critical computer equipment.

- (b) For Non- Mission Critical Equipment, the response must be received within ½ hour after the notification of the problem. The Contractor Personnel must arrive within four (4) hours after initial notification. The problem must be resolved within two (2) business days. Should the repair exceed two (2) business days, the Contractor must obtain assistance from the OEM.
- (c) The Contractor must identify additional costs for service that may be imposed for the maintenance of Mission Critical equipment during non-business hours, weekends or holidays. The same response time is required as in (a).
- (d) The Contractor will adhere to the OEM schedules and procedures for preventive maintenance. The Contractor will be responsible for all hardware and software firmware upgrades. References provided by the Contractor must verify the Contractor's timely adherence to this requirement. The Contractor will document all equipment that is added or deleted from the Contract to WCC project manager on a monthly basis.
- (e) All replacement parts must be new and from the OEM, or certified to be equivalent in quality. All substitutions must be pre-authorized by the WCC project manager. Use of used parts is strictly prohibited, unless agreed to by WCC Project manager. The Contractor must provide details of their current inventory by equipment type, model and quantity of each. References provided by the Contractor must demonstrate that the Contractor has locally sited inventory capable of addressing the needs of the equipment listed.
- (f) The Contractor's proposal must specifically identify the equipment listed in Appendix A that is excluded from their proposed maintenance/repair service contract and the reason for its exclusion.
- (g) The Contractor shall remove old equipment or add new equipment to the service Contract within 30 days of written notification.
- (h) The Contractor will utilize a call tracking system for all calls received by WCC to their technical support center. Each call must be assigned a unique "trouble ticket number", along with a Commission defined degree of severity. The ticket number will be given to the Commission for tracking purpose. Degrees of severity are as follows:
  - (1) Severity 1 Major system failure, business operations at risk
  - (2) Severity 2 Minor disruption to business operations
  - (3) Severity 3 Component failure, general configuration assistance
  - (4) Severity 4 General information use

Open calls will be monitored and escalated until they have been assigned to Contractor Personnel.

Calls defined as "Severity 1," will have a call back time of fifteen (15) minutes, and a one (1) hour on site response time. Calls defined, as Severity 2 will have a call back time of thirty (30) minutes with a two (2) hour onsite response time. All other calls will have a Sixty (60) minute call back with a four (4) hour on site response. All calls will be escalated until a technician has been assigned to diagnose the problem either remotely or on site.

- (i) The contractor shall use all practical means to ensure WCC Mission Critical systems are down only for minimal time. Employee's vacation, sickness, or lack of availability of parts is not acceptable as an excuse for having the WCC down for more than four (4) hours.
- (j) The contractor shall develop and execute a transition plan for taking over the maintenance. The Contractor must also provide, in advance, a 6 month schedule of routine maintenance activities. All non-routine maintenance requiring significant equipment downtime must be preauthorized by WCC Project Manager in advance.
- (k) The Contractor shall implement procedures to identify, prevent, and ensure non-recurrence of defective services, and to ensure the proper operation. The Contractor must also recommend hardware upgrades it may identify in the course of providing services.
- (l) The Contractor must submit to WCC a monthly report that includes an accurate account of all maintenance

activities, equipment added and/or removed from contract.

## **Task 2 Network Maintenance Services**

The Contractor shall perform the following for all Mission Critical Network equipment identified in Appendix B:

Be available to provide on-call /onsite maintenance and repair service for WCC local area network (LAN) and Wide are network (WAN) equipment/devices identified in Appendix B, 24X5 Monday through Friday, excluding holidays. The Contractor must also indicate whether weekend service would be available in an emergency, and any additional fees that may be applicable.

- (a) The Contractor will provide trained personnel to provide telephone assistance to identify the nature of the problem; troubleshoot network hardware and software failures; determine action required to remedy the stated problem (repair existing network equipment, installing or install replacement network equipment).
- (b) The Commission may report problems or failures twenty-four (24) hours a day to the Contractor. The Contractor will provide local or toll free numbers to report a problem from our principle location.
- (c) The Contractor will coordinate installation and repair of any network equipment, with WCC project manager, will dispatch a local field technician with repair part(s) within two (2) hours of notification of failed component(s). Refer to Task 1 Hardware Maintenance for hardware work requirements. All equipment identified in Appendix B is considerer Critical.
- (d) The Contractor is responsible for replacing network equipment configurations, software on equipment after repairs and or replacements are made.
- (e) The Contractor is responsible for maintaining network equipment/devices firmware and IOS software. All firmware, software upgrades and updates must be installed and applied to network equipment within 30 days of its release. All applicable bug fixes and security patches must be installed within 7 days. All installation must be coordinated and pre-authorized by WCC project manager. All software upgrades and changes to network equipment and or configurations must be documented and submitted to project manager within one week of its successful implementation.
- (f) WCC will provide dialup connectivity for diagnostic purposes.
- (g) The Contractor will provide login access to Cisco's CCO for WCC Information Technology Dept.
- (h) Contractor's employee(s)\personnel servicing network equipment must be certified by Cisco.

## 2.2.2 DELIVERABLES

Deliverable 1 - The Contractor timely response and adherence to work requirements identified in section 2.2.1 for equipment identified in Appendix A and B.

Deliverable 2 - The timely submission of quarterly progress reports as stated in section 2.7.

Deliverable 3 - The timely submission of monthly Maintenance Activity Report

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined, as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

### 2.2.3 DELIVERABLE/ DELIVERY SCHEDULE

ID	Deliverables for 2.2.3	Expected Completion:
2.2.3.1	The Contractor timely response and adherence to work requirements identified in section 2.2.1 for equipment identified in Appendix A and B up to the end of the contract.	Until end of contract April 30, 2007
2.2.3.2	The timely submission of quarterly progress reports as stated in section 2.7.	Every 90 days until end of contract
2.2.3.3	The timely submission of monthly Maintenance Activity Report	Every 30 days until end of contract

### 2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

### 2.3 CONTRACTOR EXPERTISE REQUIRED

The Contractor must provide services technicians who can demonstrate that they have in-depth specialized training and experience on IBM and Cisco specific equipment types identified in Appendix A and B and specializes in providing diagnostic assistance and consultation to assist in unusually complex problems.

### 2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

The Contractor must have a minimum of five (5) years of experience providing onsite hardware maintenance and support services for equipment identified in Appendix A and B.

The Contractor must provide evidence that it has a minimum of five (5) years of experience providing on-site hardware maintenance and support.

The Contractor must be a certified Cisco partner

The Contractor must provide qualified service technicians with a minimum of two (2) years of experience who has been trained by the Original Equipment Manufacturer (OEM) or have equivalent certification from a nationally recognized training facility for the type of equipment described in Appendix A and B.

The Contractor must provide evidence in a form of resumes that it has, on staff qualified services technicians to support the equipment identified in Appendix A and B.

## **2.5 PLACE OF PERFORMANCE**

The Contractor must service computer equipment located at the Commission's regional sites located throughout the State. The majority of the equipment is located at the Commission's principal office in Baltimore, Maryland.

### **Maintenance Locations**

#### **Head Quarters**

10 East Baltimore Street  
21202

#### **Cambridge**

828 Airpax Road,  
Cambridge, MD 21613

#### **Beltsville**

4780 Corridor Place Baltimore, MD  
Beltsville, MD 20705

#### **Laplata**

403 Charles Street,  
Laplata, MD 20646

#### **Abingdon**

3465 Box Hill Corp Center Drive, Suite E  
Abingdon, MD 21009

## **2.6 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain a list of all equipment currently maintained for billing cycle, the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

### **2.6.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the insert Workers' Compensation Commission as the TO Requesting Agency, deliverable description, a list of all equipment currently maintained for billing cycle, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Workers Compensation Commission at the following address: Attn: Venus Gray, 10 East Baltimore Street,

Baltimore, Maryland 21202.

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.7 REPORTING**

The TO Contractor and the TO Requesting Agency shall conduct quarterly progress meetings. A quarterly project progress report shall be submitted seven days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the quarterly period.
- Worked Plan for next reporting period
- Problem areas including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.
- A list of equipment added or removed from contract.

## **2.8 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

### **3 SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

#### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

#### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following DATA.

##### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

###### **A) Proposed Services – Work Plan**

- 1) Requirements: A detailed discussion of the Master Contractor understands of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1 Project Management).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor understands of the acceptance criteria.

###### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

###### **C) MBE Participation**

- 1) Submit completed MBE documents Attachment 2, Forms D-1 and D-2.

###### **D) Subcontractors**

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
    - A) Name of organization.
    - B) Name, title, and telephone number of point-of-contact for the reference.
    - C) Type, and duration of contract(s) supporting the reference.
    - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
    - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- F) Proposed Facility
- 1) Identify Master Contractor's facilities including address, from which any work will be performed.
- G) State Assistance
- 1) Provide an estimate of expectation concerning participation by State personnel.
- H) Confidentiality
- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Completed Financial Proposal – Attachment 1, including:

Formatting requirements for the Price Breakdown Structure are:

1. Milestone and Deliverable identifying information will be in bold and placed in a frame.
2. Fixed- Price dollar figures will be rounded to the nearest whole dollar.
3. The information should continue, as necessary and appropriate, to cover all Milestones and Deliverables.

## **4 SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- The extent to which the vendor's proposed solution fulfills WCC's stated requirements as set out in this TO.
- The contractor's ability to perform the work in the time allotted in an effective and efficient manner as demonstrated by their proposed commitment of management, personnel and other resources.
- Contractor for network maintenance must be a Cisco Certified Partner.
- The contractor's experiences and record of past performance in delivering such services.
- The contractor's availability of sufficient high quality vendor personnel with the required skills and experience for the specific approach.
- The contractor's ability to provide the mandatory reporting and invoices

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment for a sample of a Notice to Proceed.



## 6 ATTACHMENT 2 – MBE FORMS

### MASTER CONTRACTOR MBE REPORTING REQUIREMENTS

CATS TORFP # WCC20051230

These instructions are meant to accompany the customized reporting forms sent to you by the Contract manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the Contract Manager immediately.

1. As the Master Contractor, you have entered into a contractual agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for this contract. Part of that effort, as outlined in the RFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (Master Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The Master Contractor must complete a separate form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due not later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15<sup>th</sup> of February. With the approval of the contract manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The Master Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The Master Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize form D-6 (upper right corner of the form) for the subcontractor the same as the form D-5 was customized by the Contract Manager for the benefit of the Master Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the Master Contractor to make sure that all subcontractors submit reports not later than the 15<sup>th</sup> of each month regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the Master Contractor cannot and will not be given credit for subcontractor payments, regardless of the Master Contractor's proper submission of the form D-5. The contract manager will contact the Master Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The Master Contractor must promptly notify the contract manager if, during the course of the contract, a new MBE subcontractor is utilized.

## ATTACHMENT 2 – MBE FORMS

### FORM D – 1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**This document shall be included with the submittal of the Offeror's TOP. If the Offeror fails to submit this form with the TOP, the TO Procurement Officer shall determine that the Offeror's TOP is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. WCC20051230, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_ percent and, if specified in the TORFP, sub-goals of \_\_\_ percent for MBEs classified as African American-owned and \_\_\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_\_\_percent and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent TO awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TORFP awardee, I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for TO award. If the TORFP has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT WITH TO PROPOSAL

**ATTACHMENT 2 – MBE FORMS**

**FORM D – 2**

**MBE PARTICIPATION SCHEDULE**

**This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.**

Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Number WCC20051230	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

Document Prepared By: (please print or type)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTACHMENT 2 – MBE FORMS**

**FORM D – 2**

**MBE PARTICIPATION SCHEDULE (CONTINUED)**

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT WITH TO PROPOSAL

**ATTACHMENT 2 – MBE FORMS**

**FORM D – 3**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the bid or offer submitted in response to TORFP # WCC20051230, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  /Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)  
  
 This project does not involve bonding requirements.
  
5.  Offeror did/did not attend the pre-proposal conference  
 No pre-proposal conference was held.

\_\_\_\_\_  
Offeror Name

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD**

**ATTACHMENT 2 – MBE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that \_\_\_\_\_ is awarded the TO Agreement in

(Prime Contractor Name)

conjunction with TORFP No. WCC20051230, it and \_\_\_\_\_,

(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

---

---

---

---

---

---

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD**

**ATTACHMENT 2 – MBE FORMS**

**FORM D – 5**

**MBE Participation Master Contractor Paid/Unpaid Invoice Report**

Report #: _____	CATS TORFP #WCC20051230
Reporting Period (Month/Year): _____	Contracting Unit _____
<b>Report is due by the 15<sup>th</sup> of the following month.</b>	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$</b> _____			

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.

**Return one copy of this form to the following address:**

Venus Gray	Christel Surdokas
10 East Baltimore Street	10 East Baltimore Street
Baltimore, MD 21202	Baltimore, MD 21202

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN MASTER CONTRACTOR MBE REPORTING REQUIREMENTS

**ATTACHMENT 2 – MBE FORMS**

**FORM D - 6**

**MBE PARTICIPATION MASTER SUBCONTRACTOR PAID/UNPAID INVOICE REPORT**

Report #: _____ Reporting Period (Month/Year): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS TORFP #WCC20051230 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name: _____	
MDOT Certification #: _____	
Contact Person: _____	
Address: _____	
City: _____	State: _____ ZIP: _____
Phone: _____	FAX: _____
Subcontractor Services Provided: _____	
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>  1.  2.  3.  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1.  2.  3.  <b>Total Dollars Unpaid: \$</b> _____
Prime Contractor: _____	Contact Person: _____

**Return one copy of this form to the following address:**

Venus Gray 10 East Baltimore Street Baltimore, MD 21202	Christel Surdokas 10 East Baltimore Street Baltimore, MD 21202
---	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN MASTER CONTRACTOR MBE REPORTING REQUIREMENTS

## 7 ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# WCC20051230

OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the TO Requesting Agency, as identified in the CATS TORFP # ADPICS PO.
  - b. “CATS TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
  - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS TORFP
    - c. Exhibit B – TO Proposal-Technical

d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, TO Requesting Agency

\_\_\_\_\_  
By: insert name, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

## **8 ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

SUBMIT THIS WITH TECHNICAL RESPONSE

## **9 ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

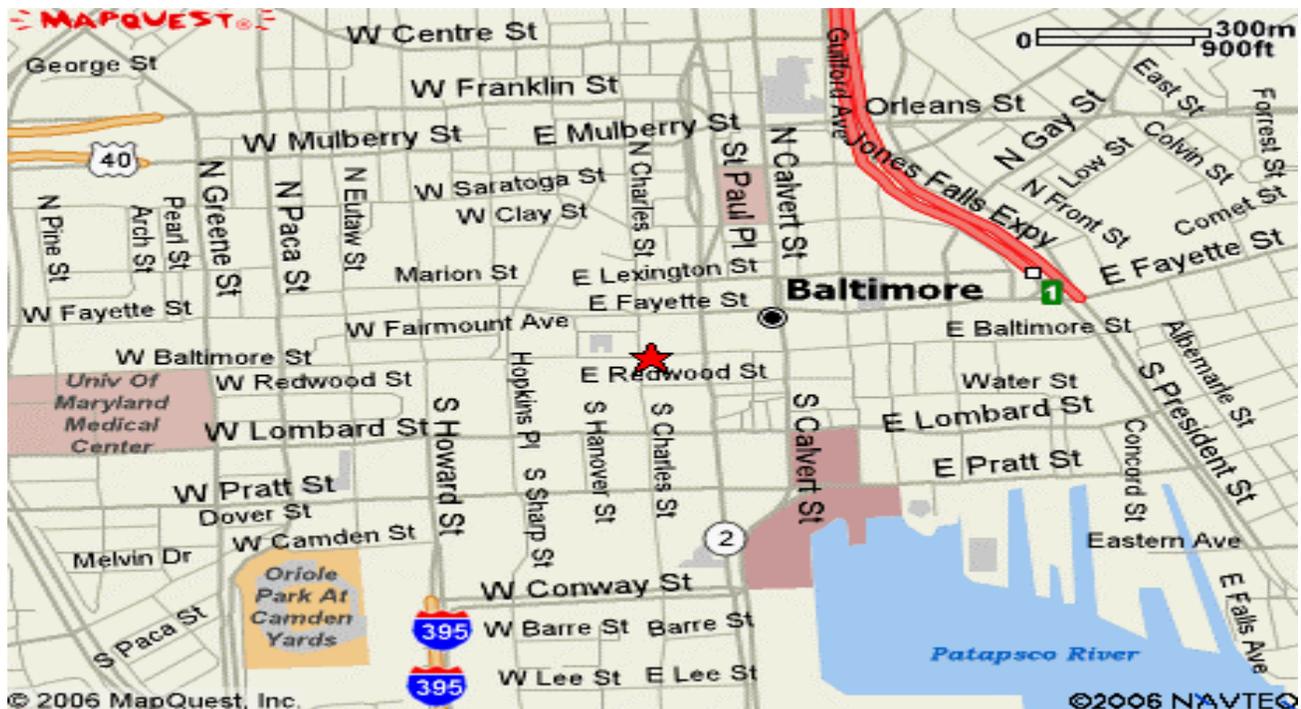


## 10 ATTACHMENT 6 – DIRECTIONS

### TO THE PRE-TO PROPOSAL CONFERENCE

There will be a Pre-Award Conference on February 23, 2006 and 9:00 am, 10 East Baltimore Street, Baltimore, Maryland 21202 Room 1111. Contractors are strongly encouraged to attend the Pre-Award Conference. A brief tour of the computer facility will be offered directly after the pre-award conference. All Contractors wishing to view the equipment and computer room may do so at this time. If not able to attend, please contact Patricia Hoppert @ 410-864-5170 to schedule an appointment to view the equipment.

Please refer to the following site for further directions  
[http://www.wcc.state.md.us/Adjud\\_Claims/Site\\_Locations.html](http://www.wcc.state.md.us/Adjud_Claims/Site_Locations.html)



## 11 ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement WCC20051230

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Christel Surdokas

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

January 25, 2006

- 35 -



### 13 ATTACHMENT 9 – ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Workers Compensation Commission

Project Name: Acquisition of Maintenance and Repair Services

TO Manager: Venus Gray (410) 864-5123)

**To: TO Contractor’s Contract Manager**

The following deliverable, as required by TO Agreement WCC20051230, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

# 14 ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP WCC20051230 for TORFP Project Name. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Submit as required in Section 1.7 of the TORFP

# 15 ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, by and between the State of Maryland (“the State”), acting by and through its TO Requesting Agency (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

## RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TORFP **Acquisition of Maintenance and Repair Services** TORFP No. WCC200512300 dated release date for TORFP, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding \_\_\_\_\_ (the “Confidential Information”).

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**Contractor/Contractor's Personnel:**

**TO Requesting Agency:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

**EXHIBIT A**

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE  
CONFIDENTIAL INFORMATION**

Printed Name and Address  
of Employee or Agent

Signature

Date

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

# APPENDIX A

## Workers' Compensation Commission Hardware Listing

Critical	Scanner Simplex 3338A	101293	Bell & Howell	97293F216
Critical	Scanner Copy Scan II 6338	101295	Bell & Howell	95295A023
Critical	Scanner 8000+	101686	Bell & Howell	GRP8000247
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185032
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185033
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185034
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185035
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185036
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185037
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185038
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185039
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185041
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185042
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185043
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185044
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185045
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185046
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185047
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185048
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185049
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185050
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185051
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185052
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185053
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185054

Non-Critical	CPU-GW2000	GP6-400	Gateway	10185055
Non-Critical	CPU-GW2000	GP6-400	Gateway	10185056
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238008
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238009
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238010
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238011
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238012
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238013
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238014
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238015
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238016
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238017
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238018
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238019
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238020
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238021
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238022
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238023
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238024
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238025
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238026
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238027
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238028
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238030
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238031
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238032
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238033
Non-Critical	CPU-GW2000	GP6-400	Gateway	10238034

Non-Critical	CPU-GW2000	GP6-400	Gateway	11237737
Non-Critical	CPU-GW2000	GP7-450	Gateway	14099109
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220293
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220479
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220480
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220481
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220482
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220483
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220484
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220485
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220486
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220487
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220488
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220489
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220490
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220491
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220492
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220494
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220495
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220496
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220497
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220498
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220499
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220500
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220501
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220502
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220503
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220504

Non-Critical	CPU-GW2000	GP7-450	Gateway	14220505
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220506
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220507
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220508
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220509
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220510
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220511
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220512
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220513
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220514
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220515
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220516
Non-Critical	CPU-GW2000	GP7-450	Gateway	14220517
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048258
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048259
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048260
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048261
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048262
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048263
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048264
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048265
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048266
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048267
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048268
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048269
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048270
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048271
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048272

Non-Critical	CPU-GW2000	GP7-500	Gateway	17048273
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048274
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048275
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048276
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048277
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048278
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048279
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048290
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048291
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048292
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048293
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048294
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048295
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048296
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048297
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048298
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048299
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048300
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048301
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048302
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048303
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048304
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048305
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048306
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048307
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048308
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048309
Non-Critical	CPU-GW2000	GP7-500	Gateway	17048310

Non-Critical	CPU-GW2000	GP7-500	Gateway	17048311
Non-Critical	Laserjet	1100	HP	USJB097603
Non-Critical	Inkjet Printer - Color	1700	HP	SG33551138
Non-Critical	Laserjet	3134	HP	3134J1044B
Non-Critical	LaserJet	3134	HP	3134J1044D
Non-Critical	Laserjet	3134	HP	3134J10449
Non-Critical	Deskjet Printer - Color	1000C	HP	763120J9
Non-Critical	Laser Printer	1100XI	HP	195728
Non-Critical	Laser Printer	1100XI	HP	195734
Non-Critical	Deskjet Printer - Color	1120C	HP	85712169
Non-Critical	Deskjet Printer - Color	1120C	HP	84T1205Q
Non-Critical	Deskjet Printer - Color	1120C	HP	8571210S
Non-Critical	Deskjet Printer - Color	1120C	HP	920130T3
Non-Critical	Deskjet Printer - Color	1120C	HP	920132TC
Non-Critical	Deskjet Printer - Color	1120C	HP	92P1301F
Non-Critical	Deskjet Printer - Color	1120C	HP	92P1307P
Non-Critical	Deskjet Printer - Color	1120C	HP	92P1307Q
Non-Critical	Deskjet Printer - Color	1120C	HP	92P1307W
Non-Critical	Deskjet Printer - Color	1120C	HP	92P130JT
Non-Critical	Deskjet Printer - Color	1120C	HP	98R1322F
Non-Critical	Deskjet Printer - Color	1120C	HP	SG873130WX
Non-Critical	DeskJet Printer - Color	1120C	HP	SG8AN1327K
Non-Critical	DeskJet Printer - Color	1120C	HP	SG92P1307N
Non-Critical	DeskJet Printer - Color	1120C	HP	98R1322N
Non-Critical	DeskJet Printer - Color	1120C	HP	SG8AN1329K
Non-Critical	DeskJet Printer - Color	1120C	HP	98R1322J
Non-Critical	Laser Printer	2200DN	HP	CNDRC55314
Non-Critical	Laserjet	2200DT	HP	USBRB00728

Non-Critical	Laserjet	2200DT	HP	USBRB00732
Non-Critical	Laserjet	2200DT	HP	USBRB00735
Non-Critical	Laserjet	2200DT	HP	USBRB00781
Non-Critical	Laserjet	2200DT	HP	USBRC00968
Non-Critical	Laserjet	2200DT	HP	USBRC01367
Non-Critical	Laserjet	2200DT	HP	USBRC01520
Non-Critical	Laserjet	2200DT	HP	USBRC01522
Non-Critical	Laserjet	2200DT	HP	USBRC01525
Non-Critical	Laserjet	2200DT	HP	USBRC01527
Non-Critical	Laserjet	2200DT	HP	USBRC01528
Non-Critical	Deskjet Printer	2500 CXI	HP	SG9CE130FL
Critical	Laser Printer - High Capacity	8100DN	HP	USDG014680
Critical	Laser Printer - High Capacity	8100DN	HP	USDG014791
Critical	Laser Printer - High Capacity	8100DN	HP	USDG015610
Critical	Laser Printer - High Capacity	8100DN	HP	USDG055013
Non-Critical	Deskjet Printer - Color	890C	HP	786191CF
Non-Critical	Deskjet Printer - Color	890C	HP	797130R3
Non-Critical	Deskjet Printer	970 CXI	HP	SG99F1V11G
Non-Critical	Deskjet Printer	970 CXI	HP	SMY0C21621N
Non-Critical	Deskjet Printer	970 CXI	HP	SMY0C21621S
Non-Critical	Deskjet Printer	970 CXI	HP	SMY0C21623M
Non-Critical	Deskjet Printer	970 CXI	HP	SMY0C21623Q
Non-Critical	Deskjet Printer	970 CXI	HP	SMY0C216279
Non-Critical	Deskjet Printer	970 CXI	HP	SMY0C21627J
Non-Critical	Deskjet Printer	970 CXI	HP	SMY0C21627K
Non-Critical	DeskJet Printer	990 Cse	HP	MY08B1D018
Non-Critical	Deskjet Printer	990CXI	HP	MY0811B0348
Non-Critical	Deskjet Printer	990CXI	HP	MY0811B03Q

Non-Critical	Deskjet Printer	990CXI	HP	MY0811B04K
Non-Critical	Deskjet Printer	990CXI	HP	MY0811B0G8
Non-Critical	Deskjet Printer	990CXI	HP	MY0811B0GB
Non-Critical	Deskjet Printer	990CXI	HP	MY0811B0GD
Non-Critical	Deskjet Printer	990CXI	HP	MY0811B02N
Non-Critical	Deskjet Printer	990CXI	HP	SMY08L1B03R
Non-Critical	Deskjet Printer	990CXI	HP	SMY08P1B16B
Non-Critical	Deskjet Printer	990CXI	HP	SMY08P1B170
Non-Critical	Inkjet - Multifunction	PSC 750	HP	MY2A0D62M5
Non-Critical	Thinkpad	2652	IBM	996B1X7
Non-Critical	Thinkpad	2652	IBM	996B214
Non-Critical	Thinkpad	2652	IBM	996B219
Non-Critical	Thinkpad	2652	IBM	996B2C5
Non-Critical	Thinkpad	2652	IBM	996B2D3
Non-Critical	Thinkpad	2652	IBM	996B2D6
Non-Critical	Thinkpad	2652	IBM	996B2G3
Non-Critical	Thinkpad	2652	IBM	996B2G6
Non-Critical	Thinkpad	2652	IBM	996B2H3
Non-Critical	Thinkpad	2652	IBM	996B2M1
Non-Critical	Thinkpad	2652	IBM	996B2N1
Non-Critical	Laser Printer	4312	IBM	8915
Non-Critical	Laser Printer	4312	IBM	8917
Non-Critical	Laser Printer	4312	IBM	8928
Non-Critical	Laser Printer	4312	IBM	10958
Non-Critical	Laser Printer	4312	IBM	11800
Non-Critical	Laser Printer	4312	IBM	17042
Non-Critical	Laser Printer	4312	IBM	51875
Non-Critical	Laser Printer	4317	IBM	4527

Non-Critical	Laser Printer	4317	IBM	5338
Critical	Netfinity	5500	IBM	23M3009
Critical	Netfinity	5600	IBM	23W7135
Critical	Tape Drive	7208	IBM	10-d9408
Critical	Xseries 340	8669	IBM	78P6043
Critical	Xseries 340	8669	IBM	78P9289
Critical	Xseries 340	8669	IBM	78P9780
Critical	Xseries 300	8672	IBM	78-FN832
Critical	Xseries 300	8672	IBM	78FN833
Critical	Storage Plus Enclosure	2104-DU3	IBM	E7594
Critical	Laser Printer	3812-2	IBM	41-51669
Critical	Optical Jukebox	3995-C64	IBM	10-60789
Critical	Optical Library	3995-C68	IBM	100006287
Critical	Line Printer	6262-T22	IBM	01-80986
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029725
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029726
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029727
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029728
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029729
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029730
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029731
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029732
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029733
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029734
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029735
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029736
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029737
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029738

Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029739
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029740
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029741
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029742
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029743
Non-Critical	CPU-GW2000	PRO M1000	Gateway	24029744
Critical	RS/6000 with 16 drives	7133-D40	IBM	0000KM633
Critical	Line Printer	6400 i20	IBM	01PA797
Critical	Line Printer	6400 i20	IBM	01PA801
Critical	Line Printer	6400-012	IBM	01A5616
Critical	System Rack	7014-T00	IBM	57B4A
Critical	RS/6000	7015-R50	IBM	2624282
Critical	RS/6000	7026-6HO	IBM	97F7F
Non-Critical	Laser Printer (FMIS)	4049-12L	Lexmark	11D8481
Non-Critical	Laser Printer	T522	Lexmark	E001182
Non-Critical	Laser Printer	T522	Lexmark	E001187
Non-Critical	Laser Printer	KX-P4440	Panasonic	4L-13279
Non-Critical	Laser Printer	KX-P4440	Panasonic	4L-13388
Non-Critical	Laser Printer	KX-P4440	Panasonic	4L-13580
Non-Critical	Laser Printer	KX-P4440	Panasonic	4L-13638
				Part No#
				(1) BDP4060J15-1CO
				(1) S10901484
Critical	APC UPS	SL60KG	APC	(1) WSSP1-T9
Critical	MGE UPS Systems	72-170200-10	MGE	SE0107000138
Non-Critical	Panasonic Color Video Monitor	CT-1387VYD		LB03330166
Non-Critical	SONY	PVM-8040	SONY	2022921

Non-Critical	SONY	PVM-8040	SONY	2023640
Non-Critical	Philips	105E11/74H	Philips	47895665
Non-Critical	FA3M Triple Channel Modulators	FA3M-50-550	FA3M	31119

## APPENDIX B

### Workers' Compensation Commission Network Equipment Listing

Type	Model	MFR	SN	Location
Router	7200 VXR	Cisco	CNM2XB0ARC	Abingdon 2 FastEthernet/IEEE 802.3 interface(s) 1 ATM network interface(s) Processor board ID 29743027
Router	2600	Cisco	JMX0737L07T	LaPlata 2 FastEthernet/IEEE 802.3 interface(s) 1 Serial network interface(s) Processor board ID JAE07310B8X
Module enhanced	ATM	Cisco	CNI6280DAA	Computer room
Module	NPR 400	Cisco	CNP4VZ5BAA	Computer room
PIX Firewall	520	Cisco	18040672	Computer room
Cisco 2600	2600	Cisco	JMX0628K2Q3	Computer room 2 FastEthernet/IEEE 802.3 interface(s) 1 Serial network interface(s)
VPN Connector	3000	Cisco	CNM92YOCRA	Computer room
PIX Firewall	515 E	Cisco	CNM7M3PBRA	Abingdon
Catalyst	2950	Cisco	000E388A4B40	Beltsville
Catalyst	2950	Cisco	FOC0736Z23W	La Plata 24 FastEthernet/IEEE 802.3 interface(s)
Catalyst	2950	Cisco	FHGK0715W07D	Abingdon 24 FastEthernet/IEEE 802.3 interface(s) 2 Gigabit Ethernet/IEEE 802.3 interface(s)
Catalyst	2950	Cisco	FHK0715Y063	Abingdon 24 FastEthernet/IEEE 802.3 interface(s) 2 Gigabit Ethernet/IEEE 802.
Catalyst	2950	Cisco	FOC0736Z23W	Cambridge

				24 FastEthernet/IEEE 802.3 interface(s) 2 Gigabit Ethernet/IEEE 802.
Catalyst	2600	Cisco	JMX0809L3CA	Cambridge 2 FastEthernet/IEEE 802.3 interface(s) 1 Serial network interface(s) Processor board ID JAE08082LWN
Catalyst	3512 XL	Cisco	FAA04419MHQ	WC 3rd floor 2 Gigabit Ethernet/IEEE 802.3 interface(s)
Catalyst	3512 XL	Cisco	FAA0421G0Q3	WC 7th floor 2 Gigabit Ethernet/IEEE 802.3 interface(s)
Catalyst	3512 XL	Cisco	FAA0446G1JV	WC 4th floor 2 Gigabit Ethernet/IEEE 802.3 interface(s)
Catalyst	3524 XL	Cisco	000241B1BA740	WC 7th floor 2 Gigabit Ethernet/IEEE 802.3 interface(s)
Catalyst	3524 XL	Cisco	FAA0421K110	WC 3rd floor 2 Gigabit Ethernet/IEEE 802.3 interface(s)
Catalyst	3548 XL	Cisco	FAA0421K0RJ	WC 5th floor 2 Gigabit Ethernet/IEEE 802.3 interface(s)
Catalyst	3548 XL	Cisco	FAA0421G0QM	WC 6th floor 2 Gigabit Ethernet/IEEE 802.3 interface(s)
Catalyst	3548 XL	Cisco	FAA0421G0Q3	WC 7th floor 2 Gigabit Ethernet/IEEE 802.3 interface(s)

Catalyst	3548 XL	Cisco	FAA0441F0HC	WC 3rd floor 2 Gigabit Ethernet/IEEE 802.3 interface(s)
Catalyst	3548 XL	Cisco	FAA0421G0QM	WC 6th floor 2 Gigabit Ethernet/IEEE 802.3 interface(s)
Catalyst	3548 XL	Cisco	FAA0441I0GQ	WC 4th floor 2 Gigabit Ethernet/IEEE 802.3 interface(s)
CENTRAL GIGABI	6509	Cisco	SAD04340F3F	Computer room  1 FlexWAN controller (4 Serial). 8 Virtual Ethernet/IEEE 802.3 interface(s) 4 Serial network interface(s)
Catalyst	3548 XL	Cisco	FAA0441G0HT	Computer room 2 Gigabit Ethernet/IEEE 802.3 interface(s)
Catalyst	3512 XL	Cisco	FAA0446X163	WC 3 <sup>rd</sup> floor 2 Gigabit Ethernet/IEEE 802.3 interface(s)
Catalyst	3548 XL	Cisco	FAA0443F1UE	WC 6 <sup>th</sup> floor 2 Gigabit Ethernet/IEEE 802.3 interface(s)
Router	7204	Cisco	29743201	Computer room 2 FastEthernet/IEEE 802.3 interface(s) 1 ATM network interface(s) Process ID 29743201

Catalyst	3524 XL	Cisco	FAA0421I0NM	Beltsville 2 Gigabit Ethernet/IEEE 802.3 interface(s)
----------	---------	-------	-------------	---